

JUDGE STREET

09 CV 8126

CHALOS, O'CONNOR & DUFFY, LLP
Attorneys for Plaintiff,
WISDOM MARINE LINES S.A.
366 Main Street
Port Washington, New York 11050
Tel: (516) 767-3600
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Owen F. Duffy (OD-3144)
George E. Murray (GM-4172)



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
WISDOM MARINE LINES S.A.,

Plaintiff,

09 CV ____ ()

v.

VERIFIED COMPLAINT

DOPMAR SRL,

Defendant.
-----X

Plaintiff WISDOM MARINE LINES S.A. (hereinafter "WISDOM"), by its attorneys, Chalos, O'Connor & Duffy, as and for its Verified Complaint against the Defendant DOPMAR Srl (hereinafter "DOPMAR"), alleges upon information and belief as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and falls under this Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333. Additionally, this case falls within the ambit of this Court's subject matter jurisdiction pursuant to 28 U.S.C. § 1331 in that the action arises under the Federal Arbitration Act, 9 U.S.C. § 1, *et. seq.*

THE PARTIES

2. At all times material hereto, Plaintiff WISDOM was and still is a foreign business entity duly organized and existing pursuant to the laws of Taiwan.

3. Plaintiff WISDOM maintains an office and principal place of business at Rm. 111, 7th FL., No. 237 Fu-Hsing S. Rd., Sec. 2, Taipei 106, Taiwan.

4. At all times material hereto, Plaintiff WISDOM was, and still is, the owner, or disponent owner, of ocean-going vessels, including the M/V LIULANG WISDOM, and Plaintiff WISDOM charters its vessels out to others for the carriage of cargo in exchange for the payment of hire.

5. At all times material hereto, Defendant DOPMAR was and still is a foreign business entity duly organized and existing pursuant to the laws of Italy.

6. Defendant DOPMAR maintains an office and principal place of business at 40 Via Vittorio Veneto, Torre del Greco, Italy.

7. At all times material hereto, Defendant DOPMAR was and is engaged in the business of trading and overseas shipping and Defendant DOPMAR charters vessels for this purpose.

AS AND FOR A FIRST CAUSE OF ACTION
FOR BREACH OF A MARITIME CONTRACT

THE MARITIME CONTRACT:

8. On or about April 23, 2009, Plaintiff WISDOM, as owner of the M/V LIULANG WISDOM, chartered the vessel to Defendant DOPMAR, as charterer, for a period of twelve (12) months, plus or minus 30 (thirty) days at charterers option, in exchange for the payment of hire at a rate of USD 8,700.00 per day. See Exhibit A.

9. The Time Charter Party consists of a confirmed fixture recap based on a New York Produce Exchange Form for a Time Charter (commercially referred to as "NYPE 93") with additional riders attached. *See*, Exhibit A, Fixture Recap dated 23 April 2009.

10. The hire for the charter of the M/V LUILANG WISDOM was to be paid in U.S. dollars every 15 days in advance. *See*, Exhibit A, NYPE form at Cl. 11.

11. In accordance with the terms and conditions of the Time Charter Party, the parties agreed that any disputes arising under the maritime contract were to be arbitrated in London. *See*, Fixture Recap with change for Line 519 of the NYPE form.

12. The Time Charter Party between Plaintiff WISDOM and Defendant DOPMAR is a maritime contract.

THE BREACH OF THE MARITIME CONTRACT:

13. In accordance with the terms of the maritime contract, Plaintiff WISDOM delivered the MV LUILANGWISDOM to Defendant DOPMAR on or about May 15, 2009, in Piraeus, Greece.

14. The Defendant DOPMAR breached the maritime contract by failing to pay the hire as required by the terms and conditions of the Time Charter.

15. Specifically, the Defendant DOPMAR failed to make timely payment for the second and third hire periods, but those payments were ultimately made by a sub-charterer of the vessel, third party, Illora Associated SA in Euros, as opposed to U.S. dollars as required by the Time Charter Party.

16. In breach of the maritime contract, the Defendant DOPMAR did not make any payment for the 4th hire period which was due to be paid on 29 June 2009.

17. On 14 July 2009, the 5th hire payment became due and payable for the period 14 July 2009 to 29 July 2009.

18. In breach of the maritime contract, the Defendant DOPMAR did not make any payment for the 5th hire period.

19. On or about 22 July 2009, the Plaintiff WISDOM withdrew the M/V LUILANG WISDOM from the service of the Defendant DOPMAR.

20. The Defendant DOPMAR is still in breach of the terms and conditions of the Time Charter Party for failure pay hire, and other amounts, that are due owing under the maritime contract.

DAMAGES FOR BREACH OF THE MARITIME CONTRACT:

21. The Defendant DOPMAR owes the sum of \$107,272.44 for its use of the M/V LUILANG WISDOM, and the damages claimed for breach of the Time Charter Party includes: a) an amount of \$126,231.25 for non-payment of the 4th hire; b) an amount of \$68,730.00 for non-payment of hire from July 14, 2009 until July 22, 2009, and other miscellaneous items, *i.e.* C/E/V and cleaning of holds; less, c) credits applied to bunker fuel from payments received from a sub charterer, CPM Corporation Limited. *See*, Exhibit B, Final Hire Statement dated 19-Aug-2009.

22. Despite demand, the amount referred to in ¶ 21 herein remains due and owing from Defendant DOPMAR to Plaintiff WISDOM, and the Defendant DOPMAR is in continuing breach of the maritime contract for failing to pay the Final Hire.

PLAINTIFF IS INITIATING ARBITRATION
PROCEEDINGS AGAINST DEFENDANT IN LONDON

23. In accordance with the terms and conditions of the maritime contract, specifically clause 45, Plaintiff WISDOM and Defendant DOPMAR agreed to resolve any disputes arising under the maritime contract by arbitration in London with English law to apply. *See Exhibit A at Recap.*

24. In accordance with the agreement to arbitrate any disputes arising under the maritime contract, Plaintiff WISDOM is, or is preparing to, initiate arbitration proceedings against Defendant DOPMAR in London to recover its damages for Defendant DOPMAR's breach of the maritime contract.

THE DAMAGES SOUGHT
FOR BREACH OF THE MARITIME CONTRACT

25. Under English law, including but not limited to § 63 of the English Arbitration Act of 1996 and/or the London Maritime Arbitration Association's rules, costs, including solicitor's fees, arbitrator's fees, disbursements and interest are recoverable damages in arbitration and such damages are routinely awarded to the prevailing party in London arbitration held pursuant to English law.

26. As best as can now be estimated, Plaintiff WISDOM expects to recover the following amounts in London arbitration from Defendant DOPMAR:

A.	Principal claim	\$107,272.44
B.	Estimated interest on claims: 3 years at 7.5%, compounded quarterly	\$ 26,787.69
C.	Estimated solicitor's fees:	\$ 50,000.00

D. Estimated arbitration costs/expenses: \$ 20,000.00

Total Claim: \$204,060.13

PRAYER FOR RELIEF

27. Notwithstanding the fact that the liability of Defendant DOPMAR for the alleged breaches of the maritime contract, as set forth herein, is subject to determination by arbitration in London, there are now, or will be during the pendency of this action, certain assets, accounts, freights, monies, charter hire, credits, effects, payments for goods or services, bills of lading, cargo and the like belonging to or claimed by the Defendant within this District and held by various parties, as garnishees.

28. Plaintiff WISDOM has sufficient reason to believe that Defendant DOPMAR's tangible or intangible personal property or other assets, *to wit*: bank accounts; payments of freight and/or hire in U.S. dollars to other vessel Owners from the Defendant and payments of U.S. dollars to the Defendant from third party Owners of cargo, vendors and/or suppliers; and/or Clearing House Interbank Payment System (CHIPS) credits; and/or operational funds being transferred through intermediary banks in the for of electronic payment transfers (i.e. "EFT"s) are located in this District in the possession of several garnishees and said garnishees are enumerated in the proposed Process of Maritime Attachment and Garnishment.

29. The Plaintiff WISDOM states as grounds for the statements set forth in ¶s 27 and 28 herein that it has been recently reported in Lloyd's List that the Defendant DOPMAR recently, on or about July 2, 2009, time chartered two additional vessels known as the M/V OCEAN STAR and M/V BLUE STAR, and the report noted the

payments for those vessels were quoted in U.S. dollars, such that there is a reasonable belief that the Defendant DOPMAR is still trading in U.S. dollars and it is making or receiving payments in U.S. dollars on a regular basis, all of which are processed by intermediary banks located in this district. Further, payments in this matter have been made on behalf of Defendant DOPMAR in US Dollar transactions that have travelled through Citibank in New York.

30. As set forth in the accompanying Declaration of George E. Murray, Defendant DOPMAR cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Admiralty or Maritime Claims of the Federal Rules of Civil Procedure. *See*, Exhibit C.

31. Because this Verified Complaint sets forth an *in personam* maritime claim against Defendant DOPMAR, because Defendant DOPMAR cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Admiralty or Maritime Claims of the Federal Rules of Civil Procedure, because the Plaintiff has reason to believe that the property of the Defendant may be found in this District and because there is no statutory or maritime bar to an attachment, the requirements for the issuance of Rule B Process of Maritime Attachment and Garnishment are met.

32. The Plaintiff seeks the issuance of process of maritime attachment so that it may obtain security for its claims against Defendant DOPMAR and/or *quasi in rem* jurisdiction over the property of the Defendant so that an eventual arbitration award and/or judgment confirming the arbitration award can be satisfied.

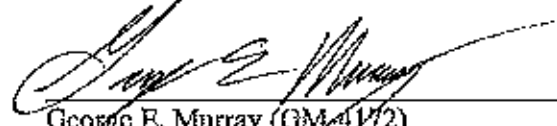
WHEREFORE, Plaintiff prays as follows:

- A. That the Defendant DOPMAR be summoned to appear and answer this Verified Complaint;
- B. That Defendant DOPMAR not being found within this District, as set forth in the Declaration of George E. Murray, then all of their tangible and intangible property, including assets, accounts, freights, monies, charter hire, credits, effects, payment for goods or services, bills of lading, cargo, raw materials and the like belonging to or claimed by the Defendant, within this District up to the amount sued for herein be attached pursuant to Supplemental Rule B and restrained by the garnishees of the Defendant to pay the Plaintiff's damages;
- C. That this Court retain jurisdiction over this matter through the entry of an arbitration award by an arbitration tribunal in London and/or, if necessary, a judgment from this Court confirming the award of the London arbitration tribunal so that judgment may be entered in favor of Plaintiff WISDOM for the amount of its claim with costs, *i.e.* \$204,060.13, and that a judgment of condemnation and sale be entered against the property restrained and attached herein in the amount of Plaintiff's claim, plus costs to be paid out of the proceeds thereof; and
- D. That Plaintiff has such other and further relief as the Court may determine to be just and proper under the circumstances.

Dated: Port Washington, New York
September 23, 2009

CHALOS, O'CONNOR & DUFFY, LLP
Attorneys for Plaintiff,
WISDOM MARINE LINES S.A.

By:



George E. Murray (GM-4172)

Owen F. Duffy (OD-3144)

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VERIFICATION

Pursuant to 28 U.S.C. § 1746, George E. Murray, declares under the penalty of perjury:

1. That I am an associate at the law firm of Chalos, O'Connor & Duffy LLP, counsel for the Plaintiff, WISDOM MARINE LINES S.A., herein;
2. That I have read the foregoing complaint and know the contents thereof;
3. That I believe the matters to be true based on documents and information obtained from employees and representatives of the Plaintiff through its agents, underwriters and attorneys; and
4. That the reason that this verification was made by deponent and not by the Plaintiff is because the verification of the officers of Plaintiff could not be obtained within the time constraints presented by the circumstances of this case.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: Port Washington, New York
September 23, 2009

CHALOS, O'CONNOR & DUFFY, LLP
Attorneys for Plaintiff,
WISDOM MARINE LINES S.A.

By:

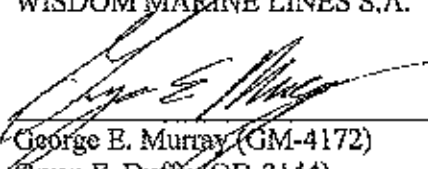

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EXHIBIT A

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Eletub Charles

From: Wisdom Marine Lines S.A. (Chartering) [chartering@wisdomlines.com.tw]
Sent: 23 April 2009 02:26
To: Wisdom Marine Lines (Operations Dept)
Subject: FW: Fixture confirmation / Lullang Wisdom / Dopmar Srl Italy
Attachments: 5.jpg; 6.jpg; 7.jpg; 8.jpg; 10.jpg; 11.jpg; 12.jpg; 13.jpg; 14.jpg; 15.jpg; 17.jpg; 18.jpg;
19.jpg; 21.jpg; 22.jpg; 23.jpg; 24.jpg; 25.jpg; 4.jpg; Wisdom Proforma CP.pdf; Wisdom
Proforma Rider Clause.pdf

Dear Ching-I,

Re: Lullang Wisdom / Dopmar Srl Italy

Below Iyi.

Best
Mike Chao

From: Farum Shipping ApS [mailto:chartering@farumship.dk]
Sent: Thursday, April 23, 2009 12:27 AM
To: Chartering
Subject: FW: Fixture confirmation

Farum Shipping ApS - Copenhagen
TEL: +45 4495 4600 - Fax: +45 4495 4636
Mail: chartering@farumship.dk

Mike / Kurt

received the following from chtrs brokers:

Good day

To all concerned parties

As per your mutual authority we can confirm having fully fixed as follows

MY Lullang WISDOM

ST SD BC
IT/WW/AUSSIE/GRAIN/ELVINT LTD
AMT 22782 MTS DWAT ON ABT 9.91 SW DRAFT
PANAMA FLAG/BLT 1985 LOA 157.26/3 BEAM 23.0 M
O/B 959,382/913,383 CP
-4X35 MTS CR-4 HONHA
11A DIMS NO1 12.8X10.8 NO 2+4 19.2 NO 3 24.8 X 12.4 M

03/06/2009

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FIXED STANCHIONS ON DECK PORT AND STARBOARD
IN THE WAY OF MASTHOUSES

ABT 13.0 KN ON ABT 16.5 MT IFO 180 CST RMB 25 + 1.6 DMB
PORT CONS 1.6 MT DMB/2.5 MTS DMB QEAR WORKING

THIS ADV SPD/CONS IS BSS GOOD WEATHER CONDITION, NO ADVERSE CURRENT, NO
NEGATIVE INFLUENCE OF SWILLS AND NOT EXCEEDING BEAUFORT SCALE FORCE 4
AND DOUGLASS SEA STATE 3

VSL BURNS MDO FOR MANOEUVRING/NAVIGATING IN CONFINED/RESTRICTED
WATERS/CANALS/RIVERS AND IN/OUT OF PORTS/LOCKS ETC

BUNKERS SPECS TO CONFORM TO ISO 8217 2005(B) AND ANY AMENDMENTS
THERE TO, QUALITY MAX 180 CST, RMB 180 FOR IFO AND DMB FOR MDO AND TO
COMPLY WITH MARPOL 73/78 ANNEX VI REGULATION 14.

ALL DTLS ABT

subject successful delivery of vessel from seller. (this is just
formality, please be noted we have paid the 20% deposit already, but as
you are aware of the shipping market, anything can happen; should there
be any trouble from the seller that we can not have control of, trust
chtrs would understand)

Owners guarantee the vessel is fully classed and covered by ins lyps if
compliant and shall remain like that for the entire duration of this
time charter

For account of dophmr srl

Laycan: 1-30 May Intended delivery from seller on around 4th May, owners
need about 2-3 days for ship ready, any way, will keep update the
soonest.

Delivery on DOP sp within Mediterranean, port in op (Intended PIRAEUS,
(GRBHCZ)

Duration 12 mos +/- 30 days in chapt

Frete usd 8700 pdpr incot

Cve usd 1250 pdpr

Bohs usd 3000

Otherwise as per owners' charter party as attached less 2.5 pct address
commission and 1.25 pct to mare nostrum srl + 1.25 pct surim

apart from

Line 121 after "specifications" add "any such claim to be always made in

03/06/2009

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accordance with the terms and conditions of the specific bunker supplier, for each bunker bill of lading will make sure owners get a copy of the supplier's terms and conditions upon fixing"

Line 423 cleaning of holds

Delete "charterers direct negotiation with crews" and insert "and 500 per hold, directly to the owners together with hire invoice, said amount to be included in the invoice".

Line 519 arbitration in "London" delete "Singapore"

Additional clauses

Cl 46

Add at the end "any claim to be made in accordance with the specific supplier terms and conditions".

Cl 49 cargo exclusions

Delete

cement in bulk

after "scrap" add "shredded scrap to be allowed however soft loading clause to apply (same as for pig iron)"

Cement in bulk and shredded scrap to also be included as dirty cargo, sulphur cargo loading to be subject to local port regulations (we have noticed that some port require IMBC/IMDG to load this cargo)

number of discharges allowed delete "1" and insert "4" BUT NOT FOR THE LAST VOYAGE.

Cl 50 trading limits/exclusions

Reinstated "charterers option NAABSA" and add "whose customary of the trade" Delete from the exclusions Angola and Libya

Delete "but Iraq will be allowed as soon as situation normalizes" and Insert "Iraq to be allowed however any extra premium for war risk insurance to be for charterers account". Angola, Libya, Iraq allowed subject to hull underwriter's approval and additional premium if any to be on hire acct.

Cl 60

Add at the end

"Should owners decide to sell the vessel charterers to be informed of any such decision before the vessel gets officially marketed and be given first refusal on the sale".

Cl 65

Add at the end

Should any off-hire occur during the last three months of this charter party charterers to have the right to add same to the duration of this period and same option to be declared w/ 48 hrs of the vessel coming back on hire after any such occurrence.

Cl 68

As per cp but add at the end "In case of for discharging without presentation of original bill of lading owners to be made aware of that

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during negotiation with sub charters whom to be approved by owners, said approval not to be unreasonably withheld. Should a situation arise where the b/l shall not be available at dispatch and same not known during the negotiation and only in case charterers are not acceptable to the owners (once again approval not to be unreasonably withheld) owners have the right to request for the lot to be accompanied by a first class bank guarantee.

Cl BR

Line 8 after "situation" add "as soon as possible but latest"

Add at the end

"As long as the lower sale price does not exceed the cost of the repairs, should any dispute arise on the evaluation of the damage same to be established as the average between two quotes coming from one shipyard in the coast and another one in turkey".

End

Pleased to hear

Brgds

Information from ESET NOD32 Antivirus, version of virus signature database 3944 (20090317)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Information from ESET NOD32 Antivirus, version of virus signature database 3944 (20090317)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Information from ESET NOD32 Antivirus, version of virus signature database 3968 (20090327)

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The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

03/06/2009

Code Name: "NYPE 93"

Recommended by:
The Baltic and International Maritime Council (BIMCO)
The Federation of National Associations of
Ship Brokers and Agents (FONASBA)

TIME CHARTER[®]

New York Produce Exchange Form
Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd, 1948;
Revised June 12th, 1961; September 14th, 1993

THIS CHARTER PARTY, made and concluded in
This day of
Between

20

Owners of the Vessel described below, and

Charterers.

Description of Vessel

Name	Flag	Built	(year).
Port and number of Registry			
Classed		In	
Deadweight		long*metric* tons (cargo and bunkers, including freshwater and	
stores not exceeding		long*metric* (tons) on a salt water draft of	
on summer freeboard.			
Capacity	cubic feet grain	cubic feet bale space.	
Tonnage	GT/ORT.		
Average speed about	knots, fully laden, in good weather conditions up to and including maximum		
Force 4 on the Beaufort wind scale and / or Douglas Sea State 3, on a consumption of about	long*metric*		
tons of			

For further description (SEE CLAUSE 46)

1. Duration

The Owners agree to let and the Charterers agree to hire the Vessel from the time of delivery for a period
of

within below mentioned trading limits.

2. Delivery

The Vessel shall be placed at the disposal of the Charterers at

in such dock or at such wharf or place (where she may safely lie, always afloat, at all times of tide) as the
Charterers may direct. The Vessel on arrival first load port
shall be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted
for ordinary cargo service, having water ballast and with sufficient power to operate all cargo-handling gear
simultaneously.

The Owners shall give the Charterers not less than 20, 15, 7, 5 and 3 approx days notice of expected date of

delivery.

And 2 and 1 day of definite notice of date and time and place for delivery.

3. On-Off Hire Survey

Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint surveyors for their respective accounts, who shall not later than at first loading port or last discharging port respectively, conduct joint on-hire/off-hire survey, for the purpose of ascertaining quantity of bunkers on board and the condition of the Vessel. A single report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party. On-hire survey shall be on Charterers' time and off-hire survey on Owners' time.

4. Dangerous Cargo/Cargo Exclusions

(a) The Vessel shall be employed in carrying lawful merchandise excluding any goods of a dangerous, injurious, flammable or corrosive nature unless carried in accordance with the requirements or recommendations of the competent authorities of the country of the Vessel's registry and of ports of shipment and discharge and of any intermediate countries or ports through whose waters the Vessel must pass. Without prejudice to the generality of the foregoing, in addition the following are specifically excluded: livestock of any description, arms, ammunition, explosives, nuclear and radioactive materials.

(ALSO SEE CLAUSE 49)

(b) If IMO-classified cargo is agreed to be carried, the amount of such cargo shall be limited to tons and the Charterers shall provide the Master with any evidence he may reasonably require to show that the cargo is packaged, labelled, loaded and stowed in accordance with IMO regulations, failing which the Master is entitled to refuse such cargo or, if already loaded, to unload it at the Charterers' risk and expense.

5. Trading Limits

The Vessel shall be employed in such lawful trades between safe ports and safe places within (SEE CLAUSE 50) excluding

as the Charterers shall direct

6. Owners to Provide

The Owners shall provide and pay for the insurance of the Vessel, except as otherwise provided, and for all provisions, cabin, deck, engine-room and other necessary stores, including boiler water; shall pay for wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the crew; shall maintain the Vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service.

7. Charterers to Provide

The Charterers, while the Vessel is on hire, shall provide and pay for all the bunkers except as otherwise agreed; shall pay for port charges (including compulsory watchmen and cargo watchmen and compulsory garbage disposal), all communication expenses pertaining to the Charterers' business at cost, pilotages,

towages, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the Vessel), and all other usual expenses except those stated in Clause 8, but when the Vessel puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew shall be for the Owners' account. Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. All other fumigations shall be for the Charterers' account after the Vessel has been on charter for a continuous period of six months or more.

The Charterers shall provide and pay for necessary dunnage and also any extra fittings requisite for a special trade or unusual cargo, but the Owners shall allow them the use of any dunnage already aboard the Vessel. Prior to redelivery the Charterers shall remove their dunnage and fittings at their cost and in their time. Local agent(s) appointed and employed by charterers is responsible to retrieve information from the vessel and to report/file all necessary information to the local/port authority. In no case will owners / vessel be held liable for the failure of insufficient reporting / filing unless master has failed to furnish the specific information requested by agent(s).

8. Performance of Voyages

(a) The Master shall perform the voyages with due despatch, and shall render all customary assistance with the Vessel's crew. The Master shall be conversant with the English language and (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and the Charterers shall perform all cargo handling, including but not limited to loading, stowing, trimming, lashing, securing, dunnaging, unlash, discharging, and tallying, at their risk and expense, under the supervision of the Master.

(b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments at a convenient port.

9. Bunkers

(a) Bunkers on delivery to be as on board and the prices of bunkers to be at the Owners' purchase price, and bunkers on redelivery to be at same quantity as delivery and the prices of bunkers to be at the Charterers' purchase price at the last bunkering port. The Charterers have the privilege to bunker the Vessel prior to delivery, provided the bunkering does not interfere with the Owners'/Builder's operation, if interfered time lost to be for the Charterers' account. Similar privilege is granted to the Owners prior to redelivery.

(b) The Charterers shall supply bunkers of a quality suitable for burning in the Vessel's engines and auxiliaries and which conform to the specification(s) as set out in CLAUSE 46

The Owners reserve their right to make a claim against the Charterers for any damage to the main engines or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s). Additionally, if bunker fuels supplied do not conform with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the Vessel's engines or auxiliaries, the Owners shall not be held responsible for any reduction in the Vessel's speed performance and/or increased bunker consumption, nor for any time lost and any other consequences.

10. Rate of Hire/Redelivery Areas and Notices

The Charterers shall pay for the use and hire of the said Vessel at the rate of \$ U.S. currency, daily, or \$ U.S. currency per ton on the Vessel's total deadweight carrying capacity, including bunkers and stores, on summer freeboard, per 30 days, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a day month; hire shall continue until the hour of the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless Vessel lost) at Far East Area including Japan and

Singapore range,

unless otherwise mutually agreed.

The Charterers shall give the Owners not less than 30, 15, 7, 5 and 3 approx days notice of the Vessel's expected date and 2 and 1 day of definite notice of date and time and probable port of redelivery.

For the purpose of hire calculations, the times of delivery, redelivery or termination of charter shall be adjusted to UTC.

11. Hire Payment

(a) Payment

Payment of hire shall be made to the Owners' nominated bank in Taipei in United States currency (SEE CLAUSE 83)

15 days in advance, and for the last 15 days or part of same the approximate amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by the Owners. Failing the punctual and regular payment of the hire, or on any fundamental breach whatsoever of this Charter Party, the Owners shall be at liberty to withdraw the Vessel from the service of the Charterers without prejudice to any claims they (the Owners) may otherwise have on the Charterers.

At any time after the expiry of the grace period provided in Sub-clause 11 (b) hereunder and while the hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.

(b) Grace Period

Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Charterers shall be given by the Owners 2 clear banking days from the original hire due date to rectify the failure, and when so rectified within those 2 days following the original hire due date, the payment shall stand as regular and punctual.

Failure by the Charterers to pay the hire within 2 days of the original hire due date as provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 11 (a) above.

(c) Last Hire Payment

Should the Vessel be on her voyage towards port of redelivery at the time the last and/or the penultimate payment of hire is/are due, said payment(s) is/are to be made for such length of time as the Owners and the Charterers may agree upon as being the estimated time necessary to complete the voyage, and taking into account bunkers actually on board, to be taken over by the Owners and estimated disbursements for the Owners' account before redelivery. Should same not cover the actual time, hire is to be paid for the balance, day by day, as it becomes due. When the Vessel has been redelivered, any difference is to be refunded by the Owners or paid by the Charterers, as the case may be.

(d) Cash Advances

Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required by the Owners, subject to 2% percent commission in total and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

12. Berths

The Vessel shall be loaded and discharged in any safe dock or at any safe berth or safe place that Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat at any time of tide. Master has the sole right to refuse to enter any port, berth or place that seems unsafe by his discretion; it is charterers' responsibility to provide sufficient information and evidence to show such port, berth, and or place is proven safe before owners will grant the entering of vessel to such port, berth, place. And the vessel is to remain on hire at full time.

13. Spaces Available

(a) The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.

(b) In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by the Charterers for any loss and/or damage and/or liability of whatsoever nature caused to the Vessel as a result of the carriage of deck cargo and which would not have arisen had deck cargo not been loaded. (SEE CLAUSE 52)

14. Supercargo and Meals

The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the Charterers' risk and see that voyages are performed with due despatch. He is to be furnished with free accommodation and same fare as provided for the Master's table, the Charterers paying at the rate of \$15. per day. The Owners shall victual pilots and customs officers, and also, when authorized by the Charterers or their agents, shall victual tally clerks, stevedores' foreman, etc., Charterers paying at the rate of AS PER CLAUSE 53 per meal for all such victuelling.

15. Sailing Orders and Logs

The Charterers shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, in the English language, and the Master shall keep full and correct deck and engine logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the Charterers, their agents or supercargo, when required, with a copy of abstract Logs of which formats to be supplied by Charterers, showing the course of the Vessel, distance run and the consumption of bunkers.

16. Delivery/Cancelling

If required by the Charterers, time shall not commence before Vessel not be ready for delivery on or before the Charterers shall have the option of cancelling this Charter Party.

Extension of Cancelling

If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready for delivery by the cancelling date, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be ready, they may, at the earliest seven days before the Vessel is expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by the Owners shall replace the original cancelling date. Should the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this Clause.

17. Off Hire

In the event of loss of time from deficiency and/or default and/or strike of officers or crew, or deficiency of stores, fire, breakdown of, or damages to hull, machinery or equipment, grounding, detention by the

arrest of the Vessel, (unless aforesaid events is caused by events for which the Charterers, their servants, agents or subcontractors are responsible), or detention by average accidents to the Vessel or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the Vessel (other cause refers to the one(s) directly affect the efficient running of the vessel and exclude external events which, while delaying performance of contract, do not relate to the physical condition of the vessel or crew) (the payment of hire and overtime, if any, shall cease for the time thereby lost. Should the Vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo or where permitted in lines 267 to 268 hereunder, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equivalent position from the destination and the voyage resumed there from (except for any reason operation ordered by any Government or similar authority of its kind). All bunkers used by the Vessel while off hire shall be for the Owners' account. In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra bunkers consumed in consequence thereof, and all extra proven expenses directly incurred may be deducted from the hire.

18. Sublet

Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.

19. Drydocking (SEE CLAUSE 67)

The Vessel was last drydocked

(a) The Owners shall have the option to place the Vessel in drydock during the currency of this Charter at a convenient time and place, to be mutually agreed upon between the Owners and the Charterers, for bottom cleaning and painting and/or repair as required by class or dictated by circumstances.

(b) Except in case of emergency no drydocking shall take place during the currency of this Charter Party.

Delete as appropriate

20. Total Loss

Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of the Seas, Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation throughout this Charter Party, always mutually excepted.

21. Exemptions

The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers, and navigation, and errors of navigation throughout this Charter, always mutually excepted.

22. Liberties

The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.

23. Lien

The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be

returned at once.	263
The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter Party, they will not procure any supplies or necessities or services, including any port expenses and bunkers, on the credit of the Owners or in the Owners' time.	264 265 266 267
24. Salvage	268
All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting Owners' and Charterers' expenses and crew's proportion.	268 270
25. General Average	271
General average shall be adjusted according to York-Antwerp Rules 1904, 1974 as amended 1990, or any subsequent modification thereof, in London and settled in US Dollars	272 273
The Charterers shall procure that all bills of lading issued during the currency of the Charter Party will contain a provision to this effect that general average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof and will include the "New Jason Clause" as per Clause 31.	274 275 276 277
Charterers are obligated to assist owners obtaining security from cargo receivers.	278
Time charter hire shall not contribute to general average.	279
26. Navigation	280
Nothing herein stated is to be construed as a demise of the Vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the Vessel, acts of pilots and tug boats, insurance. Extra war risk insurance be paid by Charterers immediately upon presentation of vouchers otherwise as Clause 5 of the Charter Party. Charterers to pay extra crew war bonus, crew insurance, if any and all other matters, same as when trading for their own account.	281 282 283
27. Cargo Claims	284
Ultimate responsibilities as between owners and charterers for all cargo claims arising out of charter voyages shall be settled in accordance with Inter-Club New York Produce Exchange Agreement dated 20 th Feb 1970 and reprint of May 1972 and reprint of May 1984 and revised September 1996 and any subsequent amendment which terms are indemnity Club is, in fact, covering either Owners and Charterers. Owners agree that provided they are kept regularly advised by Charterers of all claims, settlements and extension of time, the Charterers may deal with and handle all cargo claim arising of charterer voyage and with owners' agreement, may settle cargo claims upto a limit of US\$1000.00 per claim and grant extension of time as against owners and charterers in respect of all claims not yet time barred.	285
Owners shall bear no responsibility for damages to the cargo which caused due to bad handling of the Stevedores.	286
28. Cargo Gear and Lifting	287
The Owners shall maintain the cargo handling gear of the Vessel as fitted,	288 289 290
providing gear (for all derricks or cranes) capable of lifting capacity as described. The Owners shall also	291

provide on the Vessel for night work lights as on board, but all additional lights over those on board shall be at the Charterers' expense. The Charterers shall have the use of any gear on board the Vessel. If required by the Charterers, the Vessel shall work night and day and all cargo handling gear shall be at the Charterers' disposal during loading and discharging. In the event of disabled cargo handling gear, or insufficient power to operate the same, the Vessel is to be considered to be off hire to the extent that time is actually lost to the Charterers and the Owners to pay stevedores stand-by charges occasioned thereby, unless such disablement or insufficiency of power is caused by the Charterers' stevedores. If required by the Charterers, the Owners shall bear the cost of hiring shore gear in lieu thereof, in which case the Vessel shall remain on hire.	292 293 294 295 296 297 298 299 300
29. Crew Overtime (SEE CLAUSE 55)	301
In lieu of any overtime payments to officers and crew for work ordered by the Charterers or their agents, the Charterers shall pay to owners, concurrently with the hire _____ per month or pro rata.	302 303 304
30. Bills of Lading	305
(a) The Master shall sign the bills of lading or waybills for cargo as presented in conformity with mates or tally clerk's receipts. However, the Charterers may sign bills of lading or waybills on behalf of the Master, with the Owner's prior written authority, always in conformity with mates or tally clerk's receipts.	306 307 308
(b) All bills of lading or waybills shall be without prejudice to this Charter Party and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter Party and any bills of lading or waybills signed by the Charterers or by the Master at their request.	309 310 311 312
(c) Bills of lading covering deck cargo shall be claused: "Shipped on deck at Charterers', Shippers' and Receivers' risk, expense and responsibility, without liability on the part of the Vessel, or her Owners for any loss, damage, expense or delay howsoever caused." General deck cargo clause to be incorporated in B/L covering deck cargo. (SEE ALSO CLAUSE 52)	313 314
(d) When loading bulk cargo, the cargo quantity must accord to the draft survey agreed by master. And the mate's receipt should be remarked as "Cargo weight and condition unknown", the vessel is not responsible for the quality and or quantity."	315
31. Protective Clauses	316
This Charter Party is subject to the following clauses all of which are also to be included in all bills of lading or waybills issued hereunder:	317 318
(a) CLAUSE PARAMOUNT "This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague-Visby Rules, as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that extent, but no further."	319 320 321 322 323 324 325 326
and	327
(b) BOTH-TO-BLAME COLLISION CLAUSE "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the	328 329 330 331 332 333 334

other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.	335
The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."	336 337 338
and	339
(c) NEW JASON CLAUSE	340
"In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.	341 342 343 344 345 346
If a saving ship is owned or operated by the carrier, salvage shall be paid for as fully as if saving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."	347 348 349 350
and	351
(d) U.S. TRADE - DRUG CLAUSE	352
"In pursuance of the provisions of the U.S. Anti Drug Abuse Act 1986 or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.	353 354 355
Non-compliance with the provisions of this clause shall amount to breach of warranty for consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this clause shall be for the Charterers' account and the Vessel shall remain on hire.	356 357 358 359 360 361
Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense put up the bail to secure release of the Vessel.	362 363 364
The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the Vessel's personnel."	365 366 367
and	368
(e) WAR CLAUSES	369
"(i) No contraband of war shall be shipped. The Vessel shall not be required, without the consent of the Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any purported governmental organization maintaining naval, military or air forces).	370 371 372 373 374 375
(ii) If such consent is given by the Owners, the Charterers will pay the provable additional cost of insuring the Vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of _____ In addition, the Owners may purchase and the Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a government program, the Vessel shall not be required to enter or remain at any such port or zone.	376 377 378 379 380 381

(iii) In the event of the existence of the conditions described in (i) subsequent to the date of this Charter, or while the Vessel is on hire under this Charter, the Charterers shall, in respect of voyages to any such port or zone assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, warlike operations or hostilities.

(iv) Any war bonus to officers and crew due to the Vessel's trading or cargo carried shall be for the Charterers' account."

32. War Cancellation

In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: Fed. Rep. Russia / P.R.C. / U.S.A. / E.U. country

either the Owners or the Charterers may cancel this Charter Party. Whereupon, the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 10; if she has cargo on board, after discharge thereof at destination, or, if barred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter Party shall apply until redelivery.

33. Ice

The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that in the ordinary course of things the Vessel will not be able on account of ice to safely enter and remain in the port or area or to get out after having completed loading or discharging. Subject to the Owners' prior approval the Vessel is to follow ice-breakers when reasonably required with regard to her size, construction and ice class.

34. Requisition

Should the Vessel be requisitioned by the government of the Vessel's flag during the period of this Charter Party, the Vessel shall be deemed to be off hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by the Owners. The period during which the Vessel is on requisition to the said government shall count as part of the period provided for in this Charter Party.

If the period of requisition exceeds 30 days, either party shall have the option of cancelling this Charter Party and no consequential claim may be made by either party.

35. Stevedore Damage (SEE ALSO CLAUSE 88)

Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and all damage to the Vessel caused by stevedores provided the Master has notified the Charterers and/or their agents in writing as soon as practical but not later than 48 hours after any damage is discovered. Such notice to specify the damage in detail and to invite Charterers to appoint a surveyor to assess the extent of such damage.

(a) In case of any and all damage(s) affecting the Vessel's seaworthiness and/or the safety of the crew and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately arrange for repairs of such damage(s) at their expense and the Vessel is to remain on hire until such repairs are completed and if required passed by the Vessel's classification society.

(b) Any and all damage(s) not described under point (a) above shall be repaired at the Charterers' option, before or after redelivery concurrently with the Owners' work. In such case no hire and/or expenses will be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the Owners' work.

36. Cleaning of Holds

The Charterers shall provide and pay extra for sweeping and/or washing and/or cleaning of holds between voyages and/or between cargoes provided such work can be undertaken by the crew and is permitted by Local regulations, at the rate of Charterers direct negotiation with crews. All cleaning materials, supplies including fresh water required for such cleaning to be on charterers' account. In connection with any such operation, the Owners & vessel shall not be responsible if the Vessel's holds are not accepted or passed by the port or any other authority. The Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against a lump sum payment of \$3,500. in lieu of cleaning.

37. Taxes

Charterers to pay all local, State, National taxes and/or dues assessed on the Vessel or the Owners resulting from the Charterers' orders herein, whether assessed during or after the currency of this Charter Party including any taxes and/or dues on cargo and/or freights and/or sub-freights and/or hire (excluding taxes levied by the country of the flag of the Vessel or the Owners).

38. Charterers' Colors

The Charterers shall have the privilege of flying their own house flag and painting the Vessel with their own markings. The Vessel shall be repainted in the Owners' colors before termination of the Charter Party. Cost and time of painting, maintaining and repainting these changes effected by the Charterers shall be for the Charterers' account.

39. Laid up Return

The Charterers shall have the benefit of any return insurance premium receivable by the Owners from their underwriters as and when received from underwriters by reason of the Vessel being in port for a minimum period of 30 days if on full hire for this period or pro rata for the time actually on hire.

40. Documentation

The Owners shall provide any documentation relating to the Vessel that may be required to permit the Vessel to trade within the agreed trade limits, including, but not limited to certificates of financial responsibility for oil pollution, provided such oil pollution certificates are obtainable from the Owners' P & I club, valid international tonnage certificate, Suez and Panama tonnage certificates, valid certificate of registry and certificates relating to the strength and/or serviceability of the Vessel's gear.

41. Stowaways

- (a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers.
- (ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.
- (iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a)(ii) above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.
- (b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including

lines, shall be for the Owners' account and the Vessel shall be off hire.	476
(11) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreted away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.	477 478 479 480
42. <u>Smuggling</u>	481
In the event of smuggling by the Master, Officers and/or crew, the Owners shall bear the cost of any fines, taxes, or imposts levied and the Vessel shall be off hire for any time lost as a result thereof.	482 483
43. <u>Commissions</u>	484
A commission of _____ percent is payable by the Vessel and the Owners to _____	485 486 487 488 489
on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.	490
44. <u>Address Commission</u>	491
An address commission of _____ percent is payable to _____	492 493 494
on hire earned and paid under this Charter.	495
45. <u>Arbitration</u>	496
(a) NEW YORK	498
All disputes arising out of this contract shall be arbitrated at New York in the following manner, and subject to U.S. Law:	497 498
One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc.	499 500 501 502 503
For disputes where the total amount claimed by either party does not exceed US \$ _____ **	504
the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc.	505 506
(b) LONDON	507
All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitration of two Arbitrators carrying on business in London who shall be members of the Baltic Mercantile & Shipping Exchange and engaged in shipping, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law.	508 509 510 511 512 513 514
For disputes where the total amount claimed by either party does not exceed US \$ 25000 **	515
the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.	516 517
Delete para (a) or (b) as appropriate	518
The terms of this Charter Party shall be governed by English law. In the event of a dispute between the parties they shall use their best endeavours to find an amicable solution. If the parties are unable to	519

resolve any such dispute or disputes amicably, all such dispute or disputes shall be referred to arbitration in Singapore in accordance with the provisions of the Arbitration Act 1998 and prevailing rules of the London Maritime Arbitration Association. The defendant shall appoint his arbitrator within fourteen (14) days of the claimant appointing and notifying the defendant of the appointment of the claimant's arbitrator. If the defendant fails to appoint his arbitrator within the fourteen (14) days period the claimant's arbitrator shall become the sole arbitrator. When each party has appointed its own arbitrator, the two arbitrators shall be at liberty to appoint a third arbitrator only if the two arbitrators are not in agreement upon any one or all of the matters referred to the Tribunal.

Where the total amount in dispute is less than USD 50000,- such dispute shall be resolved under the LMAA's small claim procedure. If the parties are unable to agree upon the identity of a sole arbitrator, the claimant shall apply to the president for the time being LMAA to appoint a sole arbitrator.

If mutually agreed, clauses
incorporated in this Charter Party.

to

, both inclusive, as attached hereto are fully

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APPENDIX "A"
To Charter Party dated
Between
and

Owners
Charterers

523

524

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528

Further details of the Vessel:

Owners:

Charterers:

By:
Title:

By:
Title:

RIDER CLAUSES TO M/V "VESSEL'S NAME" CHARTER PARTY
DATED DD/MM/YY

Clause 46 - Vessel Description & Bunker Spec.

See attached Vessel Particular

HFO grade - CST 180 RMB 25

MDO grade - DMB grade

For bunker supplied in Far East Asia region, except for in Taiwan and / or Japan, MGO grade to apply. During bunkering 3 samples will be taken by drip sampling from barge manifold. One to be retained by the vessel, one by Charterers / supplier and the third to be sent at Owners' cost for analysis if so desired. All samples to be sealed and signed by the Charterers / suppliers and the Chief Engineer.

Should any problems arise due to the quality of bunkers supplied, then a joint analysis to take place and findings to be binding on both parties

Clause 47 - Cargo Hold

Vessel's holds on arrival at first load port to be clean/swept/washed down by fresh water and dried and in every respect fit and ready to receive Charterers' intended cargo, being free of rust scale and previous cargo residues, should vessel fail hold inspection the vessel to be off hire from time of rejection until the vessel is fully passed and any proven expenses directly incurred for hold cleaning whilst vessel off hire to be for Owners' account. Furthermore Owners to immediately make any possible measures to ensure re-tendering of notice of readiness not later than agreed cancelling date.

Clause 48 - Certificates

Owners guarantees vessel holding valid certificate of financial responsibility/international tonnage certificate during the entire charter party period.

Clause 49 - Cargo Exclusions

It is understood that the vessel is not to be employed in the carriage of:
 ammonium nitrate (see below), asbestos, ashes, asphalt, bones, borates, borax, calcium carbide, cement in bulk, copra and it's products, direct reduced iron (DRI), ferro-silicon, fishmeal, hide, hot briquetted iron (HBI), injurious, inflammable or dangerous goods (such as acids, explosives, arms, ammunition or warlike materials, nuclear material or radioactive products or wastes or chemical products), livestock, motor blocks and turnings, motor spirit, naphtha, oilcakes and meals, petroleum or it's products (but petroleum coke allowed, see below), pitch in bulk, pond coal, pyrites, raw cotton, round logs, resin, scrap, tobacco, tar or any of their products.

Cargoes listed in the IMDG Code should be subject to Owners' prior approval and to be loaded

**RIDER CLAUSES TO M/V "VESSEL'S NAME" CHARTER PARTY
DATED DD/MM/YY**

strictly in accordance with IMO and local rules and regulations.

Concentrates are permitted provided always loaded in line with IMO/local regulations.

Ammonium nitrate of Fertilizer grade to be allowed.

Charterers to have the option to carry one (1) voyage in total out cargo of salt and/or sulphur and/or green delayed and/or raw petroleum coke during each year period but sulphur or salt or petroleum coke not to be carried as last cargo under this time charter. It is agreed calcined petroleum coke to be generally allowed.

If vessel is carrying petroleum coke on the intermediate voyage of this Charter then Charterers to responsible the vessel with holds cleaned up to grain holds standard and no hold cleaning compensation falls due to Owners.

A) Prior to loading of salt or sulphur.

Depending on the standard of hold coatings to lime wash the holds

B) After discharging of salt or sulphur:

Sweep and wash down holds.

Rinse and flush bilges and bilge lines with fresh water.

C) In case crew are requested to do above works described in A) and/or B) by Charterers, crew will render utmost assistance provided weather and time between last dischport and next loadport allows, as far as possible, without responsibility of the result, Charterers paying lumpsum of US\$ 500.00 per hold for each operation for applying and US\$ 500 per hold for removing respectively and in addition to normal hold cleaning bonus as agreed, but arrangement/time/expense including cost of material are always for Charterers' account.

Charterers are allowed to load pig iron but first layers of cargo (about 2 meters high) will be brought into holds slowly, carefully and as close as possible to vessel's tanktop to Master's satisfaction avoiding damage to her holds/natural bulkheads/tanktop/side tanks etc.

In case bagged cargo is carried, owners are not responsible for all bags torn/shortlanded/damaged/leakage/pilferage except for ones wetted or other damage caused by vessel's unseaworthiness.

Clause 50 - Trading limits / exclusions

Vessel always to trade within I.W.L., Charterers' option breach of I.W.L. subject to Owners' underwriters approval and invoice, always afloat at any time of tide, Charterers' option NA/BSA, always via safe port(s)/berth(s) excluding:

Abkhazia, Angola, Cambodia, C.I.S. Far Eastern ports, Eritrea, Ethiopia, Georgia but the port of Poti is allowed, Great Lakes, Haiti, Lebanon, but Iraq will be allowed as soon as situation normalizes, Israel, Liberia, Libya, North Korea, Serbia, Somalia, Syria is allowed provided vessel is not flying Liberian flag, Yemen, Zaïro; places subject to U.N. sanctions, areas prohibited by

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vessel's war risks underwriters due to war or war-like activities, and places which may be excluded by the authority of vessel's flag.

Cuba is included in the trading of the vessel but to be redelivered to the Owners free of any U.S.A. ban.

No direct trade between People's Republic of China and Taiwan.

Pilotage

For trading to areas where pilotage is compulsory/ customary, the same to be on charterers account. For trading to Orinoco River / Amazon River, the pilotage (including transportation cost) between pilot station and fairway although not compulsory, must be employed and paid by charterers.

For vessel entering U.S. ports, armed security guards may be hired on board as per USCG regulation; in such case, charterers are to be responsible for all the charges and related expenses for the hiring of guards.

Asian Gypsy Moth

When Charterers direct the vessel to the area infested by Asian Gypsy moth, Charterers shall at Charterers' time and expense, undertake to arrange a certificate issued by an appropriate authority of such area / port certifying that the vessel is free from infestation by Asian Gypsy moth or its eggs and thereby owners shall not be held liable for any consequences at the next destined ports.

In case the vessel has traded at high-risk ports for Asian Gypsy Moth in Far-Eastern Russia or Japan within six months prior redelivery, Charterers shall arrange the inspection to obtain a quarantine proof certificate at their account.

Clause 51 – ISM Clause

BIMCO STANDARD ISM CLAUSE FOR VOYAGE AND TIME CHARTER PARTIES

From the date of coming into force of the international safety management (ISM) code in relation to the vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the vessel and 'The company' (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers. Except as otherwise provided in this Charter Party, loss damage, expense or delay caused by failure on the part of the Owners or 'the company' to comply with the ISM Code shall be for the Owners' account.

Clause 52 – On-Deck Cargo

Deck cargo is allowed but same always loaded in accordance with vessel's deck respectively hatch cover strength and subject to Master's consent and satisfaction.

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Carried on deck without liability for loss or damage of whatsoever nature arising during carriage by sea, whether caused by unseaworthiness or negligence or any other cause whatsoever.

Charterers are responsible for all matters related to on-deck cargo including but not limiting to lashing/unlashing, secure/unsecure of the on deck cargo. Bill(s) of Lading covering deck cargo to be marked "Shipped on deck at Charterers'/Shippers'/Receivers' risk, time and expense. Owners, vessel not responsible for any loss, damage incurred".

For deck cargo to and from ports in USA, B/L covering deck cargo shall be incorporated: "Carried on deck at shipper's / charterers' / receivers' risk as the perils inherent in such carriage but in all other respects subject to the provisions of United States Carriage of Goods by Sea Act 1936"

Clause 53 - Cables / Victualling / Entertainment Clause

Charterers will remit to Owners with each hire payment a lump sum equivalent of USD 1,800 per 30 days or pro rata for the whole Time-Charter period. This payment shall be in consideration of:

All victualling as per Line 195 - 196.

Cost of incidentals such as cigarettes, drinks and petty expenses incurred by Master / Officers of the vessel on Charterers' behalf.

The cost of radio telegrams, telexes, fax and telephone communications made by the Master / Officers to the Charterers or their Agents or servants in direct performance of this Charter Party.

Clause 54 - Compliance with International Conventions

In the event of the vessel being prevented from or unable to perform in accordance with the terms of this Charter-Party by reason of:

- a) Action on the part of relevant authorities resulting from non compliance with any compulsory applicable enactments enforcing all or part of any of the International convention in force.
- b) Labour stoppages in services essential to the operation of the vessel owing to her flag or Ownership or management or the conditions of employment on board.

Any loss of time in the event a) and/or b) shall result in the vessel being off-hire and shall be dealt with in accordance with the off-hire Clause.

Clause 55 - Crew Work

Timecharter hire to include (overtime) expenses for nautical matter such as:

- a) Raising and lowering of derricks in preparation for loading and/or discharging

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- b) Removing and /or replacing of beams in preparation for loading and/or discharging
- c) Shifting operations, docking and bunkering (provided port & local regulations permit)
- d) Maintaining power while loading and / or discharging and care for winches / cranes of operations

During this time charter period, Charterers to pay to crew directly for the allowance of the hatch cover operations & cargo holds cleaning as per Charterers' direct negotiation with crews.

Crews are NOT to perform any lashing / unlashng of cargo.
Crews are NOT to operate cranes / derricks / heavy lift gear during loading / discharging operations.

Clause 56 - Fumigation / Watchmen

Owners to supply valid fumigation or Sanitary Control / Exemption certificates on delivery of the vessel and if this does not cover the whole period of time charter and fumigation/sanitization is necessary, the cost of same and the detention to be for Owners' account.

Fumigation ordered because of cargoes carries of ports visited while vessel is employed under this Charter to be for Charterers' account.

Watchmen, if compulsory / customary (particularly for African ports / South American Ports/ Russia ports)- to be charterers' account; otherwise watchmen for cargo for charterers' account, watchmen for vessel for owners' account.

Normal immigration should be on Charterers' account. Immigration for crews embarking from ship including the application of shore passes to be on owners' account subject to Master's application.

When Charterers direct the vessel to ports in USA and / or Canada and /or other ports where applicable, to comply with local oil spill prevention regulations, owners to be responsible for annual fee. For each call, charges incurred for complying with such regulation (including reporting charge for complying with oil spill contingency plan) to be on charterers' account.

Clause 57 - Black List

Owners guarantee that this vessel has never called at an Israeli port, and Charterers guarantee that the vessel will not call at any such port prior to or during the currency of this Charter. Owners also guarantee that this vessel is not black-listed by any Arab Countries.

Clause 58 - Preloading Survey

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If required by Owners' P&I Club, when loading steel products, the Preloading survey to be arranged by Owners P&I club, the cost will be shared equally between/among Owners, Charterers, and Sub-Charterers.

Clause 59 - Fuel Sulphur Content Clause

"(a) Without prejudice to anything else contained in this Charter Party, the Charterers shall supply fuels of such specifications and grades to permit the Vessel, at all times, to comply with the maximum sulphur content requirements of any emission control zone when the Vessel is ordered to trade within that zone.

The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers to supply such fuels shall comply with Regulations 14 and 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of bunker delivery notes.

The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this Sub-clause (a).

(b) Provided always that the Charterers have fulfilled their obligations in respect of the supply of fuels in accordance with Sub-clause (a), the Owners warrant that:

- (i) the Vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the requirements of any emission control zone; and
- (ii) the Vessel shall be able to consume fuels of the required sulphur content when ordered by the Charterers to trade within any such zone.

Subject to having supplied the Vessel with fuels in accordance with Sub-clause (a), the Charterers shall not otherwise be liable for any loss, delay, fines, costs or expenses arising or resulting from the Vessel's failure to comply with Regulations 14 and 18 of MARPOL Annex VI.

(c) For the purpose of this Clause, "emission control zone" shall mean zones as stipulated in MARPOL Annex VI and/or zones regulated by regional and/or

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national authorities such as, but not limited to, the EU and the US Environmental Protection Agency.

Clause 60 - Option to sell

Owners to have the option to sell the vessel and change vessel's flag/name/Ownership/Management, provided they give sufficient notice to Charterers and that the new Ownership respects the present Charter Party, subject to Charterers' approval of new Owners which not to be unreasonable withheld.

Clause 61 - Bottom Fouling Clause

In the event of the Charterers ordering the vessel to port(s) where vessel's stay is more than 15 consecutive days or to lay-up so as to avoid bottom fouling, Charterers to clean vessel at their time and expense, otherwise Owner's representation of vessel's speed/consumption to be non operative from the time of sailing from such port(s) until vessel's next dry dock, such fouling affecting speed to be evidenced through a joint diver's inspection. Cost for same to be for Owner's account and time to be for Charterer's account."

Clause 62 - Panama/Suez Canal Transit

The Owners guarantee that the vessel shall be fitted for Panama/Suez canal transit and in possession of valid necessary certificate and equipments (however, without the Suez Canal Projector light) during the currency of this Charter to comply with current regulations and requirements of both Canals. If required, the Suez Canal Projector light, rent of same to be for Charterers account.

Clause 63 - Owners' Bank Full Style

To be provided

Clause 64 - Owners' Agents

Charterers agree to have their Agents to attend vessel's ordinary husbanding without any agency fee in conformity with normal shipping practice provided no extra agency fee to be required by each local Agents. If required by owners, charterers' Agents to attend extraordinary matters (like attending repairs, crew change etc.) in which case owners to refund Agents outlays and pay agency fee agreed between owners and charterers' Agents.

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Clause 65 - Adding Off-Hire Period

Should the vessel be Off-Hired during the currency of this Charter for any reason whatsoever, Charterers have the option to add such off-hired period to the Charter period. Such option must be declared by charterers 3 months prior the redelivery date.

Clause 66 - Burning MDO

The vessel has a liberty to burn diesel oil for main engine when maneuvering in shallow and/or narrow water, canals, rivers and in and / or out of port. The vessel also has a liberty to burn diesel oil for auxiliary engine when starting, stopping and working with low load.

Clause 67 - Dry Docking Clause

Owners shall have the option to place the vessel in drydock Atlantic or Far-East Asia during the currency of this Charter party at the convenient time and place to be mutually agreed upon between Owners and Charterers for bottom cleaning and painting and/or repair as required by class or dictated by circumstances. However, the Owners shall notify the Charterers of the intention of such drydocking and/or periodical survey with 3 months prior notice except emergency case. Charterers will try their best to bring the vessel to the Far East Area for the D/D if possible.

Vessel to be placed to Charterers disposal again at same commercial position or in a position that is not inferior for Charterers business compared to the position where she went offhire.

Clause 68 - L.O.I. Clause

If the original Bills of Lading can not be presented at discharging port, Owners/Master agree to discharge/release the entire cargo without presentation of the original Bills of Lading only against Charterers' Letter of Indemnity in Owners' standard P and I club form and without bank guarantee or bank endorsement. Charterers' Letter of Indemnity to be faxed or e-mailed to Owners via broker channel before commencement of discharge and original to be received by Owners latest 2 days prior to discharge, otherwise owners will not be held liable for any delay of discharging operation.

Clause 69 - Bill of Lading Reference

The Owners accept that Bills of Lading issued under this Charter Party might bear a reference to a Charter Party to which the Owners are not a party. The Charterers hereby undertake to indemnify and hold harmless the Owners for any and all consequences following from the issuance of Bills of Lading by the Owners which bear such reference.

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Clause 70- Deviation / Put Back

In the event of loss of time either in port or at sea, deviation from the course of the voyage or putting back whilst on the voyage, caused by sickness of or an accident to or misconduct by Master/Officer/Crew, or caused by stowaway, refugee on board the vessel, or breakdown to vessel (or drydocking or periodical survey), the hire shall be suspended from the time of inefficiency in port or at sea, deviation or putting back (except for any Government or similar authority ordered rescue operation) until vessel become again efficient in the same position or regain the line of voyage whichever shorter distance for the port where vessel is originally destined for and the voyage resumed therefrom, and all direct proven expenses incurred including bunkers consumed during such period of suspension shall be for Owners' account.

Clause 71 - Log fitted-

~~The vessel is log fitted, equipped with stanchions, lashing chains. For all additional lashing materials not already on board in connection with carriage of logs to be supplied by and for Charterers' account.~~

Clause 72 - Capture, Seizure, Arrest

Should the vessel be captured or seized or detained or arrested by any authority or by any legal process during the currency of this Charter-Party, for any reason which affect cargo loading / discharging operation and vessel sailing / departure attributable to the Owners, the payment of hire shall be suspended until the time of her release, unless such seizure or detention, or arrested was caused by the cargo carried or associated with Charterers or their agents, servants. Any extra proven expenses directly incurred by and/or during such capture or seizure or detention or arrest shall be for Owners' account.

Clause 73 - Additional Equipment, Fittings

The Charterers, subject to the Owners' approval shall be at liberty to fit / weld and additional equipment for fittings, for loading, discharging and/or securing cargo. Such work shall be done at the Charterers' expenses and time, and the Charterers shall remove such equipment and fittings at their expense and time prior to redelivery. The strength, location and fitting of additional fittings for cargo securing to be approved by class and procedure for use to be entered into the Vessel's Class approved Cargo Securing Manual.

Clause 74 - Quarantine

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Normal quarantine time and expenses for the vessel's entering port shall be for the Charterers' account, but any time of detention and expenses for quarantine due to pestilence, epidemics and illness of Captain, Officers and crew shall be for the Owners' account. However if quarantine and/or detention is on account of the vessel having been sent by the Charterers to an infected port, such detention time and expenses to be for the Charterers' account.

Clause 75 - Oil Spillage During Bunkering

- a) If the Owners are required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the vessel lawful to enter, remain in or leave any port, place, territorial or contiguous waters of any country or state in performance of this Charter Party, the Owners shall make all arrangements by bond or otherwise may be necessitated to satisfy such requirements at the Owners' sole expense.
- b) The Charterers shall be under no responsibility for all consequences (including loss of time) of oil or other pollution damage and any failure or inability of the Owners to do so as provided for above and any loss of time incurred thereby to be off-hire.
- c) The Owners shall indemnify the Charterers harmless against all consequences (including fines if any imposed to the Charterers) of oil or other pollution damage and any failure or inability of the Owners to do so as provided for in preceding Paragraph (a) above.

Clause 76 - Boycott

In the event that the vessel is delayed by strikes, lockouts, labour stoppage or any other difficulties due to flag or Ownership of the vessel or due to the terms and conditions under which members of the crew are employed, hire shall cease for such time lost and all other consequences, liabilities and proven expenses directly incurred are to be for Owners' account, including bunker fuel consumed during such periods. Any extra insurance, if any, owing to vessel's age and/or class and/or management and/or flag, to be for Owners' account.

Clause 77 - Deductions

Charterers will not deduct from hire payment for any estimated expense under this Charter-Party unless otherwise agreed by owners. Owners agree Charterers to deduct from hire payment for all Owners' disbursements subject to supporting voucher. Charterers are at liberty to deduct estimated value of bunkers on redelivery from last or penultimate hire payments.

Clause 78 - I.T.F. Requirements

The Owners of the vessel guarantee that the minimum terms and conditions of the Officer / crew of the vessel are now or will be prior to presentation of the vessel for loading and will remain for the period of this Charter-Party covered by an I.T.F. Agreement or a bona fide Trade Union

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Agreement acceptable to the I.T.F.

Clause 79 - Owners guarantee that vessel is entered with a P. and I. Club

Charterers have the benefit of Owners' P. and I. Club as far as the Club's rules permit. Cargo claims are to be settled in accordance with the New York Produce Exchange Interclub Agreement 1996 and any subsequent amendments thereto.

Clause 80 - IMO

Vessel will comply with applicable IMO Regulations throughout the period of this Charter.

Clause 81 - Ballast

Owners undertake that the vessel can navigate safely in ballast without requiring solid ballast.

Clause 82 - War Risk Insurance

Basic annual war risk insurance premium on vessel's war risk value to be for Owners' account. Any extra or additional war risk insurance premium on vessel's war risk value and crew war bonus for trading to areas, in breach of war risk warranties to be for Charterers' account. Additional war risk premium shall be reimbursed by the Charterers to the Owners following receipt copy of the invoice and supporting vouchers from Owners underwriters or underwriters' brokers.

Clause 83 - Safety and Health Regulations

Owners warrant that the vessel shall be in possession of the necessary Certificates to comply with all Safety and Health Regulations concerning Health and Safety Requirements and all current requirements at all ports of call permitted under this Charter-Party during the currency of this Charter, without hindrance or delay.

Clause 84 - ISPS/MTSA Clause for Time Charter Parties 2005

(a)(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and

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the full style contact details of the Company Security Officer (CSO).

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.

(b)(i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA. Where sub-letting is permitted under the terms of this Charter Party, the Charterers shall ensure that the contact details of all sub-charterers are likewise provided to the Owners and the Master. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision:

"The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners".

(ii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party.

(c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(d) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

Clause 35 – Cargo and Equipment

Owners undertake that throughout this Charter vessel's equipment shall comply with regulations and/or requirements in effect at all ports of call permitted under this Charter-Party, canals and countries in which vessel will be employed under this Charter-Party. Owners also undertake that vessel shall be at all times in possession of a valid and up-to-date certificate on board to comply with such regulations and/or requirements. If stevedores, longshoremen or other labourers are not permitted to work by reason of any failure of the Captain, Owners and/or their Agents to comply with such Regulations or by reason that vessel is not in possession of such valid and up-to-date Certificate(s), then Owners shall take immediate corrective measures. Charterers may suspend hire for time lost thereby and any extra proven expenses directly incurred shall be for Owners' account.

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Clause 86 - Bunkering Privileges

Owners certify that the vessel is and will, remain so throughout the duration of this Charter, eligible of full bunkering privileges in the United States of America and its territories and possessions under all present and future United States Law and Regulations and is not, nor will be, restricted as to bunkering at any other countries of port of call during this Charter.

Clause 87 - Weather

For the purpose of this Charter Party, good weather conditions are to be defined as weather conditions in headwind speeds not exceeding headwinds Beaufort Force 4 and sea state Douglas 3. Evidence of weather conditions to be taken from independent weather bureau reports and vessel's logs. In the event of consistent discrepancies between the deck logs and the independent weather bureau reports, the average of the two shall be taken as ruling.

Clause 88 - Stevedore Damage Clause

Charterers to be responsible for any damages caused by stevedores in loading and discharging and for any other damages caused by stevedores or their Agents provided that the Master obtain Statement of Facts or Damage Certificate signed by stevedores and/or their Agents. In the event that the Master is unable to obtain Statement of Facts or damage acknowledgement certificate signed by the stevedores and/or their Agents or if obtained but the Statement of Facts or damage acknowledgement certificate be remarked or annotated by the stevedores and/or their Agents repudiated responsibility or liability, the Master to report to Charterers and Owners the actual situation within 48 hours after the occurrence, otherwise Charterers shall not be held responsible for the damage and settlement to be made between Charterers and Owners through negotiation in accordance with the terms and conditions of this Charter Party. The repairs to such damages are to be paid for by Charterers and are to be effective whilst the vessel is on hire, unless by mutual agreement, it is over sufficient minor nature to permit deferring the repairs until vessel's next periodical survey, regardless whether those repairs are considered to be or not to be as items of periodical survey, Charterers to refund the cost to Owners of such repairs against the presentation of repairs billed. If Owners sell the vessel without effecting such repairs, Charterers to refund the Owners' loss as a result of the damages leading to a lower sale price.

Clause 89 - Bunker & Condition Survey

~~A joint on-hire bunker and full condition survey to be held at delivery port and a off-hire bunker and full condition survey to be held at redelivery port. Survey to be performed by an independent surveyor acceptable to both parties. The survey fee for the on-hire/off-hire bunker and full condition survey to be equally shared between Owners and Charterers. On hire survey on Owners' time, off-hire survey on Charterers' time.~~

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Clause 90 – Double Banking clause

Charterers have the privilege to double-bank the vessel. Vessel to be "Tendered" at Charterers' expense and to Master's satisfaction. Master have the privilege if deemed necessary for the safety of the vessel / operation to move from the mother / daughter vessel.

The charterers shall further indemnify the owners for any costs, damage and liabilities resulting from such operation. The vessel shall remain on hire for any time lost including period for repairs as a result of such operation

Clause 91: Inventory of Charterers' Equipment

The Master to keep a record of all Charterers gear, equipment and/or stores supplied to the vessel and to maintain same in good condition. Such gear, equipment and/or stores to be redelivered to Charterers prior to redelivery of the vessel to Owners or, if requested by Charterers, at any time during the period of the Charter in like good order and condition as supplied (ordinary wear and tear excepted). Owners to make good any shortage and/or damage unaccounted for.

Clause 92: Delete

Clause 93: Welding Pads

Charterers to have the option of welding pad eyes/angle pieces at their own arrangement and expense. Charterers to remove all pad eyes/angle pieces by redelivery unless Owners require Charterers to maintain same.

Clause 94: BIMCO War Risks Clause for Time Charters, 2004 (Code Name: CONWARTIME 2004)

(a) For the purpose of this Clause, the words:

- (i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (ii) "War Risks" shall include any actual, threatened or reported: war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

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(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their protection and indemnity risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(f) The Vessel shall have liberty to:

(i) comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the

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Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(iv) discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.

(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.

95: BIMCO Stowaways Clause for Time Charters

(a)(i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers.

(a)(ii) IF, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all

**RIDER CLAUSES TO M/V "VESSEL'S NAME" CHARTER PARTY
DATED DD/MM/YY**

expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.

(a)(iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to subclause

(a)(ii) above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

(b)(i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secretling away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off hire.

(b)(ii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secretling away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

Cl. 96 Strike Clause

Ship not to be responsible for any loss, damage, or delay, directly or indirectly caused by, or arising from strikes, lockouts, labour disturbances, trade, disputes, or anything done in contemplation or further thereof, whether the owners be parties thereto or not.

EXHIBIT B

Lullang Wisdom S.A.

Rm. 34, 7th FL., No. 237 Fu-Hsing S. Rd., Sec. 2, Taipei 108, Taiwan
Tel: +886-2-27660911 Fax: +886-2-27660935

Message: [Document] Rtl. Reply
address

10-AUG-2009

DIBIT NOTE

Vessel: Lullang Wisdom

Hire No. Final Hire

The subject vessel was delivered to your company on 1230UTC 15th May, 2009 at Piraeus, Greece. According to the charter party dated 23 April 2009, the charter hire to be USD 6,700.00 daily and CNY/USD 1,250.00 monthly.
Debit Note No: LWJL09

No.	Items	Amounts in US Dollar	
		Debit	Credit
1	Charter Hire (1230UTC 14th May 2009 - 1000UTC 22nd July 09) USD 6,700/day x 7.65000 days	65,730.00	
2	CREW fee lumpsum (USD 1,250 per month)	320.17	
3	Cleaning of Hold (A-1) USD 800/hold x 4 holds	2,000	
4	2.5% Address commission 2.5% x USD 66,730.00		1,718.25
5	1.25% commission to Mare Nostro Sdn 1.25% x USD 66,730.00		834.13
6	Owner's disbursement Diplom fees for Mr. Liu DO Euro 200.00 Crew shore pass Euro 73.00		304.00 102.00
7	Bunker ROB as of 22nd Jul 1000UTC FO 242.58MT x 280.00 USD DO 36.90MT x 450.00 USD		70,342.40 16,632.00
8	Outstanding A/C hire	126,231.25	
Total		197,280.42	60,017.98
Balance due to Owner		137,262.44	
G. Total		197,280.42	197,280.42

Please remit the above amount to our nominated account as hereunder.
Our banking details are as following:

Beneficiary:	Wisdom Marine Lines S.A.
A/C No:	082-101013-720
Bank:	LAND BANK OF TAIWAN HSIN-YI BRANCH TAIPEI, TAIWAN, R.O.C.
Swift Code:	LCOTWTP079

We much appreciate to have your confirmation upon remittance allocated, we remain,

Yours faithfully,
Wisdom Marine Lines S.A.

Ching-Ji, Liu
On behalf of Owner

EXHIBIT C

CHALOS, O'CONNOR & DUFFY, LLP
Attorneys for Plaintiff,
WISDOM MARINE LINES S.A.
366 Main Street
Port Washington, New York 11050
Tel: (516) 767-3600
Fax: (516) 767-3605
Owen F. Duffy (OD-3144)
George E. Murray (GM-4172)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
WISDOM MARINE LINES S.A.,

Plaintiff,

v.

DOPMAR SRL,

Defendant.
-----X

09 CV ____ ()

**ATTORNEY'S DECLARATION
THAT DEFENDANT
CANNOT BE FOUND
WITHIN THE DISTRICT**

This declaration is executed by the attorney for the Plaintiff, WISDOM MARINE LINES S.A. (hereinafter "WISDOM"), in order to secure the issuance of a Summons and Process of Attachment and Garnishment in the above-entitled, *in personam*, Admiralty cause.

Pursuant to 28 U.S.C. § 1746, George E. Murray, declares under penalty of perjury:

1. I am an associate at the law firm of Chalos, O'Connor & Duffy LLP representing Plaintiff WISDOM in this case.

2. I have personally inquired or have directed inquiries into the presence of the Defendant DOPMAR SRL in this District.

3. I have personally checked with the office of the Secretary of State of the State of New York, using the Secretary of State's Division of Corporations database, and I have determined that, as of September 23, 2009, the Defendant DOPMAR SRL is not incorporated pursuant to the laws of New York, is not qualified to conduct business within the State of New York and has not nominated agents for the service of process within New York because the Secretary of State of the State of New York has no records for the Defendant DOPMAR SRL.

4. I have inquired of Verizon Telephone Company whether the Defendant DOPMAR SRL can be located within this District. The Verizon Telephone Company has advised me that the Defendant does not have any telephone number listings within this District.

5. I have further consulted with several other telephone directories on the internet, and I have found no telephone listing or address for the Defendant DOPMAR SRL within this District.

6. I have further made several searches on the Internet with various search engines and maritime websites, and I have found no indication that the Defendant DOPMAR SRL can be found within this District.

7. In that I have been able to determine that the Defendant is not based in the District and that I have found no indication that the Defendant can be found within this District, I have formed a good faith belief that the Defendant does not have sufficient contacts or business activities within this District to defeat maritime attachment under

Rule B of the Supplemental Rules for Admiralty or Maritime Claims as set forth in the Federal Rules of Civil Procedure.

8. It is my belief, based upon my own investigation that the Defendant cannot be found within this District for the purposes of Rule B of the Supplemental Rules for Admiralty or Maritime Claims of the Federal Rules of Civil Procedure.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: Port Washington, New York
September 23, 2009

CHALOS, O'CONNOR & DUFFY, LLP
Attorneys for Plaintiff,
WISDOM MARINE LINES S.A.

By: 

George E. Murray (GM-4172)

Owen F. Duffy (OD-3144)

366 Main Street

Port Washington, New York 11050

Tel: (516) 767-3600

Fax: (516) 767-3605